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## CERTIFICATION OF FACSIMILE TRANSMISSION

I hereby certify that this paper is being facsimile transmitted to the Patent and Trademark Office on the date shown below.

Linda K. Colbaugh

Type or print name of person signing certification

Signature

Date

**PATENT APPLICATION**  
**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

First Applicant: Scott Martin Sheehan

Serial No.: 10/539,372

Application Date: 16 June 2005

For: Factor Xa Inhibitors

Docket No.: X15072

Group Art Unit: 1646

Examiner:  
(Unknown)

Conf No.: 4278

**REVOCATION OF POWER OF ATTORNEY WITH NEW POWER OF ATTORNEY,**  
**CHANGE OF CORRESPONDENCE ADDRESS, AND**  
**CERTIFICATE UNDER 37 CFR 3.73(b)**

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

Sir:

I hereby revoke all previous powers of attorney given in the above-identified application.

I hereby appoint the practitioners associated with the Customer Number 25885.

Please change the correspondence address for the above-identified application to the address associated with the Customer Number 25885.

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Serial No.: 10/539,372

ELI LILLY AND COMPANY, an Indiana Corporation, certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of:

A. An assignment from certain inventors, of the patent application identified above, for which a copy thereof is attached.

AND

B. A chain of title from the remaining inventor, of the patent application identified above, to the current assignee as shown below:

1. An assignment from the remaining inventor, of the patent application identified above, to TULARIK LIMITED, for which a copy thereof is attached.
2. An assignment from TULARIK LIMITED to ELI LILLY AND COMPANY, for which a copy thereof is attached.

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owners to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

Respectfully submitted,



Thomas E. Jackson  
Patent Counsel  
Registration No. 33064  
Phone: 317/277-3735

Eli Lilly and Company  
Patent Division/  
P.O. Box 6288  
Indianapolis, Indiana 46206-6288

6 April 2006  
Attachments (3)

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Martin A. Hay & Company Docket No. 00300/US  
Eli Lilly and Company Docket No. P15072

### ASSIGNMENT

WHEREAS we, Scott Martin Sheehan of Carmel, Hamilton County, Indiana; and Brian Morgan Watson, Carmel, Hamilton County, Indiana, have made an invention which is the subject of a PROVISIONAL PATENT APPLICATION, titled, Chemical Compounds, filed December 30, 2002, as application Serial No. 60/436,625 (hereinafter the "Application"); and

WHEREAS ELI LILLY AND COMPANY, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46205, wishes to acquire our entire right, title, and interest in the Application and in all inventions disclosed in the Application;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we hereby sell, assign, transfer and set over unto Eli Lilly and Company, its successors and assigns (collectively, "Lilly") our entire right, title, and interest in, the Application and in all inventions disclosed therein; all rights of priority thereto pursuant to the International Convention for the Protection of Industrial Property; any and all present or future patent applications to such inventions that may be filed in the United States or any foreign country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications under the Patent Cooperation Treaty ("PCT"), United States provisional patent applications, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates, copyrights, trademarks, and data package exclusivity rights; and any and all Letters Patent of the United States and of all foreign countries and all related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by us had this Assignment and sale to Lilly not been made.

For ourselves and for our heirs, successors and legal representatives, we covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For ourselves and for our heirs, successors and legal representatives, we further covenant and agree with Lilly that upon request we and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to us or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the full and

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Martin A. Hay & Company Docket No. 00300/US  
Eli Lilly and Company Docket No. P15072

complete legal and equitable title to all such Letters Patent and related  
intellectual property.

IN WITNESS WHEREOF we have executed this assignment on the date  
indicated below.

02/18/03  
Date

Scott Martin Sheehan  
Scott Martin Sheehan, Inventor

02/18/03  
Date

Brian Morgan Watson  
Brian Morgan Watson, Inventor

## UNITED STATES OF AMERICA

STATE OF INDIANA )  
                          ) ss:  
COUNTY OF MARION )

Before me, a Notary Public for Marion County, State of Indiana,  
personally appeared Scott Martin Sheehan and Brian Morgan Watson and  
acknowledged the execution of the foregoing instrument this 18th day of  
February, 2003.

Linda C. McDonald  
Linda C. McDonald, Notary Public

My Commission Expires  
March 16, 2007

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Martin A. Hay & Co  
Docket No. 00300/US

### ASSIGNMENT

WHEREAS I, LIEBESCHUETZ, John Walter have made an invention which is the subject of U.S. provisional application number 60/436,625 filed December 30, 2002; and

WHEREAS TULARIK LIMITED, a British company having its principal place of business at 90 Fetter Lane, London EC4A 1JP, United Kingdom, wishes to acquire the entire interest in all my inventions disclosed in such Application;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I hereby sell, assign, transfer and set over unto Tularik Limited, its successors and assigns (collectively "Tularik") my entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in the United States or any foreign country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, re-examinations, reissues, international applications under the Patent Cooperation Treaty ("PCT"), United States provisional patent applications, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates, copyrights, trademarks, and data package exclusivity rights; and any and all Letters Patent of the United States and of all foreign countries and all related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Tularik for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Tularik not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Tularik that upon request I and they will, without further consideration than that now paid, but at the expense of Tularik, its successors or assigns: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, re-examined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Tularik any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Tularik, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Tularik or its nominees, in the United States and in all other countries where Tularik may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Tularik and to vest and confirm in Tularik or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

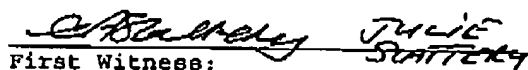

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Docket No. 00300/WO

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John Walter LIEBESCHUETZ

Date: 20/01/2003  
First Witness: JULIE SCATTER  
Second Witness SARAH LIVELYAddress: 22 CALVELLY ROAD  
MANDAL PARK  
MACCLESFIELD  
SK10 3NA.Address: HILLCREST  
READERS LANE  
CONGLETON  
CW12 3PJ

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Martin A Hay & Co  
Docket No. 00300/WO

### ASSIGNMENT

WHEREAS LIEBESCHUETZ, John Walter has made an invention which is the subject of U.S. provisional application number 60/436,625 filed December 30, 2002; and

WHEREAS by virtue of the employment of inventor LIEBESCHUETZ, John Walter by TULARIK LIMITED and an assignment dated 20th January, 2003, TULARIK LIMITED has acquired the entire interest in the invention made by said inventor which is the subject of said Application;

WHEREAS by virtue of an agreement ("Agreement") dated December 15, 1999 between PROTHERICS MOLECULAR DESIGN LIMITED and ELI LILLY AND COMPANY, PROTHERICS MOLECULAR DESIGN LIMITED has agreed to assign its entire interest in all the inventions disclosed in such Application to ELI LILLY AND COMPANY; and

WHEREAS PROTHERICS MOLECULAR DESIGN LIMITED has assigned its rights and obligations under the Agreement to TULARIK LIMITED;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Tularik Limited "Tularik" hereby sells, assigns, transfers and sets over unto Eli Lilly and Company, its successors and assigns (collectively "Lilly") its entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in the United States or any foreign country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, re-examinations, reissues, international applications under the Patent Cooperation Treaty ("PCT"), United States provisional patent applications, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates, copyrights, trademarks, and data package exclusivity rights; and any and all Letters Patent of the United States and of all foreign countries and all related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by Tularik had this Assignment and sale to Lilly not been made.

For Tularik and its successors, Tularik covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

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IN WITNESS WHEREOF we have executed this assignment on the date indicated below.

TULARIK LIMITED

February 3, 2003  
Date

Terry J. Rosen  
TERRY J. ROSEN  
Title: Director  
(Tularik Limited)

First Witness

Luis Bayle  
Signature

LUIS BAYLE  
Printed Name

Address: 800 MARLIN AVENUE  
FOSTER CITY, CA 94404

Second Witness

Pauline Sang Fischer  
Signature

PAULINE SANG FISCHER  
Printed Name

Address: 2395 Santa Ana Street  
Palo Alto, CA 94303

FOR ELI LILLY AND COMPANY

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title:

(Eli Lilly & Company)